

**STATE OF LOUISIANA
SOUTHEASTERN LOUISIANA UNIVERSITY
HAMMOND, LOUISIANA**

A Member of the University of Louisiana System

**INVITATION TO BID
TO
FURNISH ALL LABOR, EQUIPMENT AND MATERIAL NECESSARY TO PROVIDE
SERVICES TO REPLACE BROKEN GLASS FOR WINDOWS AND DOORS, AND
MIRRORS ON THE SOUTHEASTERN CAMPUS ON AN AS AS-NEEDED
FOR THE SOUTHEASTERN PHYSICAL PLANT DEPARTMENT**

ISSUING AGENCY: Southeastern Louisiana University
Purchasing Department
SLU 10800
Hammond, LA 70402-0800

DIRECTOR OF PURCHASING: Ed Gautier

PROCUREMENT SPECIALIST 2: Theresa Zeigler
Telephone: (985) 549-5412

CONTRACT COORDINATOR: Gina Kay Romero
Telephone: (985) 549-3333

RELEASE DATE: May 13, 2010

BID OPENING DATE: June 3, 2010

BID OPENING TIME: 2:00 p.m., Central Time

BID OPENING LOCATION: Southeastern Louisiana University
Purchasing Department
Property Control & Supply Building
2400 North Oak Street
Hammond, Louisiana

Note: To be considered for award, bidder must return Southeastern bid response forms completed for consideration.

NOTE: THIS SOLICITATION IS A **SEALED BID** AND MUST BE RETURNED BY MAIL OR DELIVERED IN PERSON. BID RESPONSE FORMS CANNOT BE FAXED AND ANY FAX RESPONSES SHALL BE REJECTED.

This ITB is available in electronic form at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp> It is available in PDF format or in printed form by submitting a written request to the Procurement Specialist listed above. It is the Bidder's responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that may be issued. Southeastern is not responsible for a bidder's failure to download any addenda documents required to complete an Invitation to Bid.

STATE OF LOUISIANA
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HAMMOND, LOUISIANA

The Southeastern Louisiana University (SLU) Purchasing Department will receive sealed bids until 2:00 P.M. on the bid opening date specified in the solicitation document. No bid responses will be considered by the SLU Purchasing Department after 2:00 P.M. Beginning at that time, bids shall be publicly opened and read aloud to those present in the SLU Purchasing Department.

Mail address: Southeastern LA University Purchasing Department SLU 10800 Bldg Hammond, LA 70402-0800	Delivery: Southeastern LA University Purchasing Department Property Control & Supply 2400 North Oak Street Hammond, LA 70402
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Bids submitted are subject to LA R.S. 39:1551-1736; Purchasing Rules and Regulations; Executive Orders; General Conditions; any Special Conditions; and Specifications listed in the solicitation document.

The purpose of this solicitation is to set forth the requirements and specifications of Southeastern Louisiana University. The contents of this solicitation and the Bidder/ Vendor/ Contractor's bid response shall become contractual obligations if a contract (purchase order) ensues.

INSTRUCTIONS TO BIDDERS

- 1) Bid Forms: All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed in ink by an authorized representative of the bidding entity. Bid prices shall be typewritten or in ink. Bids submitted in the following manner will not be accepted: (1) bid contains no signature indicating intent to be bound; (2) bid filled out in pencil; (3) photocopy of bidder's signature; and (4) bid sent by facsimile equipment. Alterations to bids received before bid opening time will be considered provided formal bid and written alteration have been received and time-stamped before bid opening time.
- 2) Standard of Quality: Any product or service bid shall conform to all applicable Federal and State laws and regulations and specifications contained in the solicitation document. Unless otherwise specified in the solicitation document, any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing the quality level and characteristic required. Bidder should specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation document.
- 3) Descriptive Information: Bidders proposing an equivalent brand or model should submit with the bid response information (such as illustrations, descriptive literature, technical data) sufficient for the University to evaluate quality, suitability, and compliance with the specifications of the solicitation document. Failure to submit descriptive information may cause bid to be rejected. Any change made to a manufacturer's published specification submitted for a product shall be verifiable by the manufacturer. If item(s) bid does not comply with specifications (including brand and/or product number), bidder should state in what respect the item(s) deviate. Failure to note exceptions on the response form will not relieve the successful bidder(s) from supplying the actual products requested.
- 4) Bid Opening: Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or

during the evaluation process. Bids may be examined 72 hours after request is made. Information pertaining to completed files may be secured by visiting the SLU Purchasing Department during normal working hours. Written bid tabulations will not be furnished.

- 5) Louisiana Preference: Preference is hereby given to products produced, manufactured, harvested, grown or assembled in Louisiana which are equal in quality to products produced, manufactured, harvested, grown or assembled outside of Louisiana. The bidder shall state his right to claim the ten percent (10%) preference in his bid response and the bidder should state the respective Louisiana location where each qualifying item is produced, manufactured, harvested, grown or assembled.
- 6) Signature Authority: In accordance with LA Revised Statute 39:1594 (Act 121), the person signing the bid must be: (1) A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or (2) An individual authorized to bind the vendor as reflected by an accompanying corporate resolution or affidavit. By signing the bid, the bidder certifies compliance with the above.

GENERAL CONDITIONS

The SLU Purchasing Department reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.

- 1) Prices: Unless otherwise specified in the solicitation, bid prices shall be complete, including transportation and handling prepaid by the bidder to destination - SLU, Hammond, LA. Bids other than FOB destination may be rejected. Bid prices should be quoted in the unit of measure stated. Bid prices shall be firm for a minimum of thirty (30) calendar days, unless otherwise specified by SLU in the solicitation document.
- 2) Payment Terms: Cash discounts for less than 30 days may be offered, but will not be considered in determining awards. Bids containing "payment in advance" or "COD" requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
- 3) Delivery: Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation document.
- 4) Taxes: Bidder is responsible for including all applicable taxes in the bid price. The University is currently exempt from Louisiana State Sales and Use Taxes, and local parish and city taxes. An exemption certificate for state sales and use tax can be provided upon request.
- 5) New Products: Unless specifically called for in the solicitation document, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation document. The manufacturer's standard warranty will apply unless otherwise stated in solicitation.
- 6) Default of Contractor: Failure to deliver within the time specified in the solicitation document will constitute a default and may cause cancellation of the contract. Where the University has determined the contractor to be in default, the state reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
- 7) Contract Cancellation: The University shall have the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) failure of the vendor to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5)

conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.

- 8) Applicable Law: All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
- 9) Equal Opportunity: By submitting and signing this bid, bidder agrees that he will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, sexual orientation, age, national origin, handicap, disability, veteran status, or any other non-merit factor.

Member of the University of Louisiana System

Rvsd. 5/07

SOUTHEASTERN LOUISIANA UNIVERSITY

INSURANCE AND INDEMNIFICATION REQUIREMENTS

Before commencing work, the other party (vendor/contractor and/or subcontractor) shall obtain at its own cost and expense the following insurance in insurance companies authorized in the State, with an A.M. Best rating of A- : VI or higher and shall provide evidence of such insurance to the Agency, as may be required by the contracting agency. The policies or certificates thereof, shall provide that thirty days prior to cancellation notices of same shall be given to the Agency by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the other party and identify the agreement or contract number.

A. Workers' Compensation - Statutory - in compliance with the Compensation law of the State. Exception: Employers Liability is to be \$1,000,000 when work is to be over water and involves maritime exposure. (A.M. Best's rating requirement mentioned may be waived for workers compensation coverage only.)

B. Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage. This insurance shall include the following coverage:

1. Premises - Operations
2. Broad Form Contractual Liability
3. Products and Completed Operations
4. Use of Contractors and Subcontractors
5. Personal Injury
6. Broad Form Property Damage

C. Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverage:

1. Owned automobiles
2. Hired automobiles
3. Non-owned automobiles

Note: If the vendor/contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized in the execution of the contract, then automobile coverage is not required.

Location of operation shall be "All Locations".

D. Other Party's Professional Liability - The other party shall provide proof of such insurance; (Minimum limits of \$1,000,000), required in the "Special Conditions" of the contract specifications.

E. If at any time any of the policies shall become unsatisfactory to the Agency as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the Agency, the other party shall obtain a new policy, submit

the same to the Agency for approval and submit a certificate of insurance as required in the contract. Upon failure of the other party to furnish, deliver and maintain such insurance as above provided, this contract at the election of the Agency may be forthwith declared suspended, discontinued or terminated. Failure of the other party to take out and/or maintain any required insurance, shall not relieve the other party from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the other party concerning indemnification.

F. All policies and certificates of insurance of the other party shall reflect the following:

- 1) The other party's insurer will have no right of recovery or subrogation against the Agency, it being the intention of the parties that the insurance policies so affected shall protect both parties and the primary coverage for any and all losses covered by the described insurance.
- 2) The Agency shall be named as an "additional insured" as regards negligence by the contractor. (ISO Form CG 20 10 03 97).
- 3) The insurance companies issuing the policy or policies shall have no recourse against the Agency for payment of any premiums or for assessments under any form of policy.

G. The following Indemnification Agreement shall be, and is hereby, a provision of the contract:

The other party agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the other party, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the other party as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. The other party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

H. Any and all deductibles in the below described insurance policies shall be assumed by and be for the amount of, and at the sole risk of the other party.

I. The insurance companies issuing the policy or policies shall have no recourse against the Agency for payment of any premiums or for assessments under any form of policy.

J. All property losses shall be made payable to and adjusted with the Agency.

K. Neither the acceptance of the completed work nor payment therefor shall release the Contractor/Subcontractor from his obligations from the insurance requirements or indemnification agreement.

L. Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Special Conditions" of the contract specifications.

M. If any of the Property and Casualty insurance requirements (Exhibit A or B) are not complied with at their renewal dates, payments to the Contractor/Subcontractor may be withheld until those requirements have been met, or at the option of the Agency, the Agency may pay the Renewal Premium and withhold such payments from any monies due the Contractor/Subcontractor.

**Successful bidder/s shall be required to execute and return
the Indemnification Agreement as part
of the ITB Requirements**

INDEMNIFICATION AGREEMENT

The Contractor agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by Contractor as a result of any claim, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if (claims, etc.) is groundless, false or fraudulent.

Accepted by _____
Contractor Name

Signature

Title

Date Accepted

Is Certificate of Insurance Attached? [] Yes [] No

Contract No. _____ for Southeastern Louisiana University
State Agency

PURPOSE OF CONTRACT:

FURNISH ALL LABOR, EQUIPMENT AND MATERIALS NECESSARY TO PROVIDE SERVICES TO REPLACE BROKEN GLASS FOR WINDOWS, DOORS, AND MIRRORS ON THE SOUTHEASTERN CAMPUS.

**TO BE ATTACHED TO CERTIFICATE OF INSURANCE
IF EXTENSION OF COVERAGES
NOT REFERENCED ON CERTIFICATE OF INSURANCE FORM**

PRODUCER

A _____

B _____

C _____

D _____

E _____

INSURED

EXTENSION OF COVERAGE ACKNOWLEDGEMENT

*** INCLUDES THE FOLLOWING AS ADDITIONAL INSURED:**

State of Louisiana
Southeastern Louisiana University
Purchasing Department
SLU 10800
Hammond, LA 70402

**** INCLUDES WAIVER OF SUBROGATION IN FAVOR OF:**

State of Louisiana
Southeastern Louisiana University
Purchasing Department
SLU 10800
Hammond, LA 70402

Signature of Authorized Representative of Insured

SOUTHEASTERN LOUISIANA UNIVERSITY

BID RESPONSE FORM

BIDDER'S NAME: _____

TELEPHONE NO.: () FAX NUMBER: ()

ADDRESS: _____

MAILING	CITY	STATE	ZIP
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SCOPE OF BID: SCOPE OF WORK INCLUDES LABOR, MATERIALS, AND SERVICES REQUIRED TO PRODUCE A COMPLETED INTALLATION WHICH IS ACCEPTABLE TO THE AGENCY. FURNISH ALL LABOR, EQUIPMENT AND MATERIALS NECESSARY TO PROVIDE SERVICES TO REPLACE BROKEN GLASS FOR WINDOWS, DOORS, AND MIRRORS ON THE SOUTHEASTERN CAMPUS FOR THE SOUTHEASTERN PHYSICAL PLANT DEPARTMENT.

CONTRACT TERM: July 1, 2010 to June 30, 2011. AT THE OPTION OF THE AGENCY AND THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR ADDITIONAL SIX MONTH PERIODS AT THE SAME PRICES, TERMS, AND CONDITIONS. CONTRACT NOT TO EXCEED 36 MONTHS.

I/we do hereby acknowledge receipt of the following addenda (if any):

No. _____ Dated _____ No. _____ Dated _____

OTHER REQUIREMENTS:

The attached Instructions To Bidders/General Conditions shall be a part hereof.

TO THE VENDOR:

THIS SOLICITATION IS A SEALED BID AND MUST BE RETURNED BY MAIL OR DELIVERED IN PERSON. BID RESPONSE FORMS CANNOT BE FAXED AND ANY FAX RESPONSES SHALL BE REJECTED.

TERMS: Net 30 Prox., F.O.B., Hammond, Louisiana.

TAXES: Any taxes, other than state and local sales and use tax, shall be included within the bidder's unit price. The University is currently exempt from state sales and use tax.

Signature to the Bid Response Form shall be construed of acceptance of the Invitation to Bid in its entirety.

AUTHORIZED OFFICER: _____
(Signature) (Print or Type Name)

TITLE: _____ DATE: _____

BID RESPONSE FORM CONTINUED

This form is to be completed in its entirety and submitted with the bid response form(s). Failure to complete or return the form with the other bid response form(s) may cause rejection of the bid without further consideration.

INSURANCE INFORMATION TO BE PROVIDED BY BIDDER

Bidder is to list the name and address (street/city/state/zip) of the Louisiana licensed insurance company that is intended to be used to furnish the required minimum levels of insurance coverage if selected the successful Bidder.

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY STATUTORY MINIMUM COVERAGE

Name of Insurer: _____
(Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: [] A Level / [] B, C, D, E, F Level

Check Best Financial Size Category Rating: [] VI or Greater; [] V or Less

If Not A.M. Best Rated - State Type of Insurer: _____

Agent Company: _____ Telephone No: _____

COMMERCIAL GENERAL LIABILITY \$1,000,000 MINIMUM COVERAGE

Name of Insurer: _____
(Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: [] A Level / [] B, C, D, E, F Level

Check Best Financial Size Category Rating: [] VI or Greater; [] V or Less

Agent Company: _____ Telephone No: _____

AUTOMOBILE LIABILITY \$1,000,000 MINIMUM COVERAGE

Name of Insurer: _____
(Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: [] A Level / [] B, C, D, E, F Level

Check Best Financial Size Category Rating: [] VI or Greater; [] V or Less

Agent Company: _____ Telephone No: _____

SOUTHEASTERN LOUISIANA UNIVERSITY

Bid Response Form Continued

Cost per square foot is to include all labor and materials, installation at ground level.

The following are types of glass possibly used on campus:

Glass is annealed unless stated otherwise.

Double Thick, 1/8"	\$ _____
Plate, 1/4"	\$ _____
Plate, 3/16"	\$ _____
Polished Plate, 1/4"	\$ _____
Solar Cool Bronze, 1/4"	\$ _____
Solar Cool Bronze, 3/8"	\$ _____
Laminated Safety, Clear, 1/4"	\$ _____
Obscure, 1/4"	\$ _____
Greylite, 1/4"	\$ _____
Wire, 1/4"	\$ _____
Polished Plate Mirrors, 1/4"	\$ _____
Polished Plate Mirrors, 1/8"	\$ _____
Lexan, 1/4"	\$ _____
Lexan, 1/8"	\$ _____
Plexiglass, 1/4"	\$ _____
Plexiglass, 1/8"	\$ _____
Tinted Plate Glass	
Solex	\$ _____
Grey	\$ _____
Bronze	\$ _____
Blue-Green	\$ _____
Tinted Plate Glass - Tempered	
Solex	\$ _____
Grey	\$ _____
Bronze	\$ _____
Blue-Green	\$ _____
Insulated Glass Units	
Clear, 5/8"	\$ _____
Clear, 1/2"	\$ _____
Clear, 3/4"	\$ _____
Clear, 1"	\$ _____
Tinted, 3/4"	\$ _____
Tinted, 1"	\$ _____

Metal Clad Panels, 1/4"

White	\$ _____
Bronze	\$ _____
Aluminum	\$ _____

ITEM II

Minimum SF charge: _____ SF

ITEM III

Additional charge for glass handled for installation above ground level per day unless noted otherwise.

Standard Section Scaffolding per section, per location	\$ _____
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Scissor Lift Per Day	
20' Lift	\$ _____
40' Lift	\$ _____

Manlift	
40' Regular	\$ _____
60' Regular	\$ _____
80' Regular	\$ _____
40' Articulating	\$ _____
60' Articulating	\$ _____
80' Articulating	\$ _____

ITEM IV

Additional cost added for work that must be completed within twenty-four (24) hours after notification
(Cost of items 1-44 plus % mark up)

\$ _____

ITEM V

Labor rate per man for glazier work requested by the University:

\$ _____

NOTE:

The University will contact the vendor to replace broken glass. Vendor must be able to respond to the Southeastern location of need and complete the work or assess the job for materials to be ordered within 48 hours. If Vendor needs to order materials, vendor must report to Physical Plant Department and concur with projected time to complete replacement.

Vendor must obtain a work order number prior to the commencement of work, provide the University the square footage of the replacement, and a date the work will be complete. The vendor must contact the University upon completion of the installation. The vendor must invoice promptly and provide the work order number on the invoice.

NAME OF BIDDER: _____ BIDDER'S INITIALS _____